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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BETHLEHEM STEEL CORPORATION, *et al.*,

Debtors,

BETHLEHEM STEEL CORPORATION, *et al.*,

Plaintiff,

v.

MORAN TOWING CORP.,

Defendant.

Chapter 11 Case No.
01-15288 (BRL) 01-15302,
01-15308 through 01-15315 (BRL)
(Jointly Administered)

Adversary Proceeding
No. 03-92333 (MG)

DESIGNATION OF DOCUMENTS AND ISSUES ON APPEAL

Appellant, MORAN TOWING CORP. (“Appellant”), hereby designates, pursuant to Bankruptcy Rule 8006, the following issues and items to be included in the record on appeal:

CASE FILE

D.1	10/14/2003	1	Complaint
D.2	4/06/2004	4	Answer to Complaint
D.3	5/21/2008	27	Motion to Compel Arbitration and for a Stay; Affidavit of Jeremy J.O. Harwood in Support of Motion to Compel Arbitration and for a Stay
D.5	6/13/2008	28	Opposition of Bethlehem Steel Corporation Liquidating Trust to Motion for an Order Compelling Arbitration and Staying the Within Adversary Proceeding Pending Arbitration filed by Ian J. Gazes on behalf of Bethlehem Steel Corporation.
D.6	6/30/2008	32	Letter to Chambers filed by Ian J. Gazes on behalf of Bethlehem Steel Corporation
D.7	7/15/2008	34	Written Opinion
D.8	7/15/2008	39	Order Signed on 7/15/2008 Denying Motion to Compel Arbitration.
D.9	7/22/2008	41	Notice of Appeal from Order Entered on July 15, 2008 Denying Motion to Compel Arbitration and for Stay

The transcript of oral argument has been ordered and once docketed will be designated.

ISSUES ON APPEAL

The issues to be presented on appeal are:

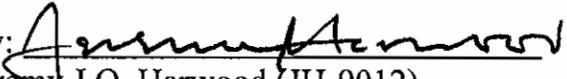
1. Did the Bankruptcy Court err in denying Appellant's motion to compel arbitration pursuant to 9 U.S.C. § 1 and also in denying a stay pursuant to 9 U.S.C. § 3?

2. Did the Bankruptcy Court err in failing to rule that collateral claims under a broad arbitration agreement are arbitrable?
3. Did the Bankruptcy Court err in holding that the Debtor was not a party to the arbitration clause in the underlying contract?
4. Did the Bankruptcy Court err in holding that it had a discretion based on a finding of a "severe conflict" with the Bankruptcy Code to deny arbitration?
5. Did the Bankruptcy Court abuse its purported discretion to deny arbitration?

Dated: New York, New York
August 1, 2008

Respectfully submitted,

BLANK ROME LLP
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By: 
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